

## Filing at a Glance

Companies: State Auto Property and Casualty Insurance Company, State Automobile Mutual Insurance Company

Product Name: AR Commercial Auto Forms 09- SERFF Tr Num: SAMM-125240545 State: Arkansas

15-2007

TOI: 20.0 Commerical Auto

SERFF Status: Closed

State Tr Num: AR-PC-07-025618

Sub-TOI: 20.0001 Business Auto

Co Tr Num: SAC-CA-2007-712

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Author: Bev Griffin

Disposition Date: 08-03-2007

Date Submitted: 07-30-2007

Disposition Status: Approved

Effective Date Requested (New): 09-15-2007

Effective Date (New): 09-15-2007

Effective Date Requested (Renewal): 11-23-2007

Effective Date (Renewal): 11-23-  
2007

## General Information

Project Name: AR Commercial Auto Forms 09-15-2007

Status of Filing in Domicile:

Project Number: SAC-CA-2007-712

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08-03-2007

State Status Changed: 07-30-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Commercial Automobile New and Revised Endorsements

We desire to file the following revisions with a proposed effective date of September 15, 2007 for new business and November 23, 2007 for renewal business. Please see attached forms list.

### 1. Terrorism:

We are filing endorsements and manual revisions to address the change from the original Terrorism Risk Insurance Act of 2002 (TRIA) to the changes introduced by the extension referred to as Terrorism Risk Insurance Extension Act of 2005 (TRIEA) and the possible sunset of coverage on December 31, 2007. This change addresses language amendments. Please see the forms list attached.

### 2. Comprehensive Coverage Deductible (Vehicle Recovery System)

We are introducing new mandatory Comprehensive Coverage Deductible Forms which amend the contract wording for Claims and allow reimbursement of deductible when stolen vehicles are recovered with the use of a Vehicle Recovery System:

A. SA 10 24 05/07 Comprehensive Coverage Deductible for use with Business Auto Coverage Form

B. SA 23 24 05/07 Comprehensive Coverage Deductible for use with Truckers Coverage Form and Motor Carrier Coverage Form

C. SA 25 24 05/07 Comprehensive Coverage Deductible for use with Garage Coverage Form

There is no rate impact as we are not charging for this coverage.

### 3. Replacement Cost Coverage

We are introducing a new optional Replacement Cost Coverage Endorsement, SA 31 10 05/07, for auto physical damage. The new endorsement allows for loss adjustment on a replacement cost basis for newly-purchased vehicles up to the first renewal period after the insured has owned the vehicle for 48 months.

We will charge 15% of the Physical Damage Premium. There is no rate impact as this is a new coverage.

## Company and Contact

### Filing Contact Information

Kathy Hartwell, Supervisor, State Filings	kathy.hartwell@stateauto.com
State Auto Insurance Companies	(800) 695-9436 [Phone]
Columbus, OH 43215	(614) 719-0299[FAX]

### Filing Company Information

State Auto Property and Casualty Insurance Company	CoCode: 25127	State of Domicile: Iowa
1300 Woodland Avenue	Group Code: 175	Company Type: Property and Casualty

P. O. Box 66150		
West Des Moines, IA 50265-0150	Group Name:	State ID Number:
(614) 464-5000 ext. [Phone]	FEIN Number: 57-6010814	
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State Automobile Mutual Insurance Company	CoCode: 25135	State of Domicile: Ohio
518 East Broad Street	Group Code: 175	Company Type: Property and Casualty

P. O. Box 182822		
Columbus, OH 43215	Group Name:	State ID Number:
(614) 464-5000 ext. [Phone]	FEIN Number: 31-4316080	
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50.00 per filing  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
State Auto Property and Casualty Insurance Company	\$0.00	07-30-2007	
State Automobile Mutual Insurance Company	\$50.00	07-30-2007	14831627

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08-03-2007	08-03-2007

## **Disposition**

Disposition Date: 08-03-2007

Effective Date (New): 09-15-2007

Effective Date (Renewal): 11-23-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Form	Comprehensive Coverage Deductible Endorsement	Approved	Yes
Form	Comprehensive Coverage Deductible Endorsement Truckers and Motor Carrier Coverage Endorsement	Approved	Yes
Form	Exclusion Of Terrorism	Approved	Yes
Form	Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism	Approved	Yes
Form	Comprehensive Coverage Deductible Endorsement Garage Endorsement	Approved	Yes
Form	New Auto Replacement Endorsement	Approved	Yes
Form	Nuclear, Biological Or Chemical Terrorism Excl. (Other Than Certified Acts Of Terrorism); Cap On Losses From Certified Acts Of Terrorism	Approved	Yes
Form	Excl. Of Cert. Acts Of Terrorism; and Other Nuclear, Biological Or Chemical Acts Of Terrorism	Approved	Yes
Form	Arkansas Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	Approved	Yes
Form	Conditional Exclusion Of Terrorism (Relating To Disposition Or Federal Terrorism Risk Insurance)	Approved	Yes
Form	Disclosure Of Premium And Estimated Premium for Certified Acts Of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act)	Approved	Yes

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Comprehensive Coverage Deductible Endorsement	SA 10 24	05 07	Endorsement New nt/Amendment/Conditions		0.00	SA 10 24 05 07 Comprehensive Coverage Deductible Endorsement.pdf
Approved	Comprehensive Coverage Deductible Endorsement Truckers and Motor Carrier Coverage Endorsement	SA 23 24	05 07	Endorsement New nt/Amendment/Conditions		0.00	SA 23 24 05 07 Comprehensive Coverage Deductible-Trucker & Motor Carrier Coverage Endorsement.pdf
Approved	Exclusion Of Terrorism	SA 23 84	01 06	Endorsement New nt/Amendment/Conditions		0.00	SA 23 84 01 06 Exclusion of Terrorism.pdf
Approved	Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism	SA 23 85	01 06	Endorsement New nt/Amendment/Conditions		0.00	SA 23 85 01 06 Exclusion of Terrorism NBC.pdf
Approved	Comprehensive Coverage Deductible Endorsement Garage Endorsement	SA 25 24	05 07	Endorsement New nt/Amendment/Conditions		0.00	SA 25 24 05 07 Comprehensive Coverage Deductible-Garage Endorsement.pdf
Approved	New Auto	SA 31 10	05 07	Endorsement New		0.00	SA 31 10 05

	Replacement Endorsement			nt/Amendm ent/Condi tions	07 New Auto Replacemen t Cost Endorsemen t.pdf
Approved	Nuclear, Biological Or Chemical Terrorism Excl. (Other Than Certified Acts Of Terrorism); Cap On Losses From Certified Acts Of Terrorism	CA 23 59	10 02	Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00
Approved	Excl. Of Cert. Acts Of Terrorism; and Other Nuclear, Biological Or Chemical Acts Of Terrorism	CA 23 60	12 02	Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00
Approved	Arkansas Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CA 23 70	11 02	Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00
Approved	Conditional Exclusion Of Terrorism (Relating To Disposition Or Federal Terrorism Risk Insurance)	CA 23 76	05 04	Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00
Approved	Disclosure Of Premium And Estimated Premium for Certified Acts Of Terrorism Coverage (Pursuant to Terrorism Risk	IL 09 99	05 04	Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00



Insurance Act)



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMPREHENSIVE COVERAGE DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy.

The provisions and exclusions that apply to Physical Damage Coverage also apply to this endorsement except as changed by this endorsement.

SECTION III – PHYSICAL DAMAGE COVERAGE paragraph D. DEDUCTIBLE is replaced with the following :

### **D. DEDUCTIBLE**

For each covered “auto”, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to “loss” caused by fire or lightning.

We will reimburse the Comprehensive Coverage deductible for “loss” caused by theft of a covered “auto” when:

1. a “vehicle-recovery system” had been installed in the covered “auto” sustaining the theft “loss” prior to the “loss”; and
2. the covered “auto” is later recovered with the aid of its activated “vehicle-recovery system”.

The following definition is added to SECTION V – DEFINITIONS:

Q. “Vehicle-recovery system” means an electronic system utilizing radio location (RF) or global positioning (GPS) technology to transmit the location of a covered “auto” to a law enforcement agency or other monitoring entity.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMPREHENSIVE COVERAGE DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy.

The provisions and exclusions that apply to Physical Damage Coverage also apply to this endorsement except as changed by this endorsement.

SECTION IV – PHYSICAL DAMAGE COVERAGE paragraph D. DEDUCTIBLE is replaced with the following :

### **D. DEDUCTIBLE**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

We will reimburse the Comprehensive Coverage deductible for "loss" caused by theft of a covered "auto" when:

1. a "vehicle-recovery system" had been installed in the covered "auto" sustaining the theft "loss" prior to the "loss"; and
2. the covered "auto" is later recovered with the aid of its activated "vehicle-recovery system".

The following definition is added to SECTION VI – DEFINITIONS:

S. "Vehicle-recovery system" means an electronic system utilizing radio location (RF) or global positioning (GPS) technology to transmit the location of a covered "auto" to a law enforcement agency or other monitoring entity.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

- 1.** "Terrorism" means activities against persons, organizations or property of any nature:
  - a.** That involve the following or preparation for the following:
    - (1)** Use or threat of force or violence; or
    - (2)** Commission or threat of a dangerous act; or
    - (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b.** When one or both of the following applies:
    - (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

Multiple incidents or occurrences of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one "accident".

- 2.** "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement. :

**B.** For the purpose of this endorsement, the definition of "accident" is replaced as follows:

- 1.** "Accident" includes continuous or repeated exposures to the same conditions resulting in "bodily injury" or "property damage". "Accident" also includes "terrorism".

- C. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by the means of the dispersal or application of radioactive material, or through the use of nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination.
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** and **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for any "loss" of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by the means of the dispersal or application of radioactive material, or through the use of nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination. or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **D.5.** and **D.6.** are exceeded.

With respect to this Exclusion, Paragraph **D 5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- E. In the event of an incident of "terrorism" is not subject to the Exclusion in Paragraphs **C.** or **D.** coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
  - a. That involve the following or preparation for the following:
    - (1) Use or threat of force or violence; or
    - (2) Commission or threat of a dangerous act; or
    - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When one or both of the following applies:
    - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

Multiple incidents or occurrences of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one "accident".

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

**B.** For the purpose of this endorsement, the definition of "accident" is replaced as follows:

1. "Accident" includes continuous or repeated exposures to the same conditions resulting in "bodily injury" or "property damage". "Accident" also includes "terrorism".



C. The following exclusion is added:

**EXCLUSION OF TERRORISM**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by the means of the dispersal or application of radioactive material, or through the use of nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination.
  2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
  3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  4. Pathogenic or poisonous biological chemical materials are released, and it appears that one purpose of the "terrorism" was to be release such materials.
- D. In the event of an incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMPREHENSIVE COVERAGE DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy.

The provisions and exclusions that apply to Physical Damage Coverage also apply to this endorsement except as changed by this endorsement.

**SECTION IV – PHYSICAL DAMAGE COVERAGE** the following is added to Paragraph D. DEDUCTIBLE:

We will reimburse the Comprehensive Coverage deductible for “loss” caused by theft of a covered “auto” when:

1. a “vehicle-recovery system” had been installed in the covered “auto” sustaining the theft “loss” prior to the “loss”; and
2. the covered “auto” is later recovered with the aid of its activated “vehicle-recovery system”.

The following definition is added to **SECTION VI – DEFINITIONS**:

T. “Vehicle-recovery system” means an electronic system utilizing radio location (RF) or global positioning (GPS) technology to transmit the location of a covered “auto” to a law enforcement agency or other monitoring entity.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW AUTO REPLACEMENT COST COVERAGE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTOMOBILE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured:
Endorsement Effective Date:
Countersignature of Authorized Representative
Name:
Title:
Signature:
Date:

### **SCHEDULE**

Coverage	Description of Covered "Auto" to which this Insurance applies	Annual Premium
Comprehensive / Collision		

The provisions and exclusions that apply to Section III – Physical Damage Coverage apply to this endorsement except as amended by this endorsement.

### **CHANGES IN PHYSICAL DAMAGE COVERAGE**

The following is added to **Section III – Physical Damage Coverage**, item **C. Limit of Insurance**:

4. With respect to any "newly-purchased auto" identified and scheduled on this endorsement, the most we will pay for "loss" in any one "accident" is the smaller of the following amounts:
  - a. The cost to repair such covered "auto" or part thereof; or
  - b. The cost to replace a part or parts of the covered "auto" with a part or parts of like kind or quality, without deduction for depreciation; or
  - c. The cost to replace the damaged covered "auto" with a vehicle of the current model year of the same make, model and equipment; or
  - d. The cost to replace the damaged covered "auto" with a vehicle of the current model year of a similar make, model and equipment if a vehicle of the same model, model and equipment is not available.

5. At your option, you may elect to make a claim for the "loss" on an actual cash value basis prior to repairing or replacing the "auto". If the "auto" is subsequently repaired or replaced within 180 days of the "accident", you may then make a claim for any additional amounts that may be due on a replacement cost basis.

The following additional conditions apply to the coverage provided by this endorsement:

1. An "auto" subject to the coverage of this endorsement must be a "newly-purchased auto".
2. A "newly-purchased auto" must be repaired or replaced within 180 days of the "accident" in which the "auto" was damaged.
3. Collision and Comprehensive coverage must be continuously maintained on the "newly-purchased auto" from the date of purchase to the date of the "accident" in which the covered "loss" occurs; and
4. The "loss" to the "newly-purchased auto" must result from a cause *other than* fire, theft, or flood.
5. The coverage provided by this endorsement is subject to the Collision and Comprehensive coverage deductibles shown on the Declarations
6. The coverage provided by this endorsement does not apply to:
  - a. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction; or
  - b. Any "auto" you acquire after the inception of this policy before you have notified us of its acquisition; or
  - c. Any non-owned or hired "auto"; or
  - d. Any other "auto" not scheduled in this endorsement.

New Auto Replacement Cost Coverage is provided only for a "newly-purchased auto" scheduled on this endorsement. In addition, New Auto Replacement Cost Coverage remains in force only for as long as a premium is collected for this coverage, but never past the start of the first renewal period after you have owned the vehicle for 48 months. If this coverage is no longer carried, then the loss settlement reverts to the terms stated in the policy to which this endorsement is attached, and the coverage amendments set forth in this endorsement no longer apply.

The following is added to **SECTION V – DEFINITIONS:**

- Q.** "Newly-purchased auto" means an "auto" that meets all of the following requirements:
1. You asked us to add New Auto Replacement Cost Coverage for the "auto" within 180 days of your purchase of the "auto";
  2. The odometer of the "auto" displayed less than 5,000 actual miles when you purchased it;
  3. The "auto" was not previously titled to any entity other than the manufacturer or the dealer ; and
  4. At the time of your purchase, the "auto" was of either the current model year or the immediately prior model year.

All other provisions of this policy apply.

This endorsement is a valid part of the policy when the form number is shown on the Declarations.

## **Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

		<b>Review Status:</b>	
<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	Approved	08-03-2007
<b>Comments:</b>			
<b>Attachment:</b>			
PCTrans.pdf			
		<b>Review Status:</b>	
<b>Satisfied -Name:</b>	Forms List	Approved	08-03-2007
<b>Comments:</b>			
<b>Attachment:</b>			
Forms_List.pdf			

**Property & Casualty Transmittal Document (Revised 1/1/06)**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	State Auto Insurance Companies			<b>Group NAIC #</b>	175
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>		
State Automobile Mutual Insurance Co.	OH	25135	31-4316080		
State Auto Property & Casualty Insurance Co.	IA	25127	67-6010814		

<b>5. Company Tracking Number</b>	SAC-CA-2007-712
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Kathy Hartwell 518 East Broad Street Columbus, OH 43215	Supervisor, State Filings	800-695-9436	614-719-0299	<a href="mailto:kathy.hartwell@stateauto.com">kathy.hartwell@stateauto.com</a>
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>		Kathy Hartwell		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	20.0 Commercial Auto			
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	20.0001 Business Auto			
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing title)</b>	Division One - Commercial Auto			
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:	09/15/2007	Renewal:	11/23/2007
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>	07/30/2007			
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	SAC-CA-2007-712
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Commercial Automobile – New and Revised Endorsements

We desire to file the following revisions with a proposed effective date of September 15, 2007 for new business and November 23, 2007 for renewal business. Please see attached forms list.

1. **Terrorism:**  
We are filing endorsements and manual revisions to address the change from the original Terrorism Risk Insurance Act of 2002 (TRIA) to the changes introduced by the extension referred to as Terrorism Risk Insurance Extension Act of 2005 (TRIEA) and the possible sunset of coverage on December 31, 2007. This change addresses language amendments. Please see the forms list attached.

2. **Comprehensive Coverage Deductible (Vehicle Recovery System)**  
We are introducing new mandatory Comprehensive Coverage Deductible Forms which amend the contract wording for Claims and allow reimbursement of deductible when stolen vehicles are recovered with the use of a Vehicle Recovery System:

A. SA 10 24 05/07 Comprehensive Coverage Deductible for use with Business Auto Coverage Form

B. SA 23 24 05/07 Comprehensive Coverage Deductible for use with Truckers Coverage Form and Motor Carrier Coverage Form

C. SA 25 24 05/07 Comprehensive Coverage Deductible for use with Garage Coverage Form

There is no rate impact as we are not charging for this coverage.

3. **Replacement Cost Coverage**  
We are introducing a new optional Replacement Cost Coverage Endorsement, SA 31 10 05/07, for auto physical damage. The new endorsement allows for loss adjustment on a replacement cost basis for newly-purchased vehicles up to the first renewal period after the insured has owned the vehicle for 48 months.

We will charge 15% of the Physical Damage Premium. There is no rate impact as this is a new coverage.

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #:** N/A - EFT  
**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2



**FORM FILING SCHEDULE**

(This form must be provided **ONLY** when making a filing that includes forms)  
**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	SAC-CA-2007-712			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A			

  

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Comprehensive Coverage Deductible Endorsement	SA 10 24 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Comprehensive Coverage Deductible Endorsement —Truckers and Motor Carrier Coverage Endorsement	SA 23 24 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Exclusion Of Terrorism	SA 23 84 01 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism	SA 23 85 01 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Comprehensive Coverage Deductible Endorsement —Garage Endorsement	SA 25 24 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	New Auto Replacement Endorsement	SA 31 10 05 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Nuclear, Biological Or Chemical Terrorism Excl. (Other Than Certified Acts Of Terrorism); Cap On Losses From Certified Acts Of Terrorism	CA 23 59 10 02	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
08	Excl. Of Cert. Acts Of Terrorism; and Other Nuclear, Biological Or Chemical Acts Of Terrorism	CA 23 60 12 02	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
09	Arkansas —Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CA 23 70 11 02	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
10	Conditional Exclusion Of Terrorism (Relating To Disposition Or Federal Terrorism Risk Insurance)	CA 23 76 05 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		

PC FFS-1

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	SAC-CA-2007-712
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
11	Disclosure Of Premium And Estimated Premium for Certified Acts Of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act)	IL 09 99 05 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
12			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**Arkansas Business Auto Form 09/15/2007 Form Changes**

<b>Form</b>	<b>Replaces</b>	<b>Form Title</b>
CA 23 59 12 02	Withdrawn	Nuclear, Biological Or Chemical Terrorism Exclusion (Other Than Certified Acts Of Terrorism); Cap On Losses From Certified Acts Of Terrorism
CA 23 60 12 02	Withdrawn	Exclusion Of Certified Acts Of Terrorism; And Other Nuclear, Biological Or Chemical Acts Of Terrorism
CA 23 70 11 02	Withdrawn	Arkansas - Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CA 23 76 05 04	Withdrawn	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance)
IL 09 99 05 04	Withdrawn	Disclosure Of Premium And Estimated Premium For Certified Acts Of Terrorism Coverage (Pursuant To Terrorism Risk Insurance Act)
SA 10 24 05 07	New	Comprehensive Coverage Deductible Endorsement
SA 23 24 05 07	New	Comprehensive Coverage Deductible Endorsement – Truckers and Motor Carrier Coverage Endorsement
SA 23 84 01 06	New	Exclusion Of Terrorism
SA 23 85 01 06	New	Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism
SA 25 24 05 07	New	Comprehensive Coverage Deductible Endorsement – Garage Endorsement
SA 31 10 05 07	New	New Auto Replacement Endorsement